

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIANNA MEDICAL, INC.		09/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SOLAR CAPITAL LTD., as Collateral Agent		
Street Address:	500 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4467974	BEST FORUM	
Registration Number:	4464169	BEST FORUM DATA AND DISCUSSIONS IN BRACH	
Registration Number:	4024815	BRACHYBYTES	
Registration Number:	3446324	CIANNA MEDICAL	
Registration Number:	3517550	C CIANNA MEDICAL	
Registration Number:	3464400	SAVI	
Registration Number:	4024814	SAVI	
Registration Number:	4715453	SCOUT	
Registration Number:	4614267	SAVI SCOUT	
Registration Number:	4004837	SAVI SISTERS	
Registration Number:	4047688	SAVI SISTERS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$290.00 4467974

ATTORNEY DOCKET NUMBER:	054439-0024
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	11/09/2016

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of September 28, 2016, is made by CIANNA MEDICAL, INC., a Delaware corporation (the “Grantor”), in favor of SOLAR CAPITAL LTD. (“Agent”) in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those registered copyrights and copyright applications set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the

registered patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those registered trademarks and trademark registrations set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery

of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CIANNA MEDICAL, INC., a Delaware corporation



By: Gordon Busenbark

Title: Chief Financial Officer

AGENT:

SOLAR CAPITAL LTD., a Maryland corporation

By: _____

Title: _____

[Signature Page to Cianna Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CIANNA MEDICAL, INC., a Delaware corporation

By: _____

Title: _____

AGENT:

SOLAR CAPITAL LTD., a Maryland corporation



By: Anthony J. Stano

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B


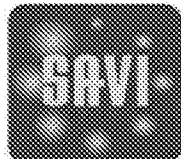
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Brachytherapy Apparatus and Methods of Using Same	7,601,113	October 13, 2009
Brachytherapy Apparatus and Methods for Using Same	8,323,171	December 4, 2012
Brachytherapy Apparatus and Methods for Using Same	8,795,145	August 5, 2014
Brachytherapy Apparatus and Methods of Using Same	7,736,292	June 15, 2010
Brachytherapy Apparatus and Methods of Using Them	7,862,496	January 4, 2011
Brachytherapy Apparatus and Methods of Using Them	8,858,415	October 14, 2014
Brachytherapy Apparatus and Methods of Using Them	12/982,823	December 30, 2010
Helical Brachytherapy Apparatus and Methods of Using Same	7,887,476	February 15, 2011
Expandable Brachytherapy Apparatus and Methods for Using Them	9,072,893	July 7, 2015
Expandable Brachytherapy Apparatus and Methods for Using Them	7,862,498	January 4, 2011
Expandable Brachytherapy Apparatus and Methods for Using Them	8,771,161	July 8, 2014
Expandable Brachytherapy Apparatus and Methods for Using Them	8,517,907	August 27, 2013
Brachytherapy Apparatus, Systems, and Methods for Using Them	8,636,635	January 28, 2014
Brachytherapy Apparatus, Systems, and Methods for Using Them	8,475,353	July 2, 2013
Brachytherapy Apparatus, Systems, and Methods for Using Them	12/841,111	July 21, 2010
Expandable brachytherapy apparatus and methods for using them	8,814,775	August 26, 2014
Expandable Brachytherapy Apparatus and Methods for Using Them	9,067,063	June 30, 2015

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Apparatus, Systems, and Methods for Localizing Markers or Tissue Structures Within a Body	8,892,185	November 18, 2014
Apparatus, Systems, and Methods for Localizing Markers or Tissue Structures within a Body	14/079,547	November 13, 2013
Apparatus, Systems, and Methods for Localizing Markers or Tissue Structures Within a Body	9,386,942	July 12, 2016
Apparatus, Systems, and Methods for Localizing Markers or Tissue Structures Within a Body (Marker with Ultrasound)	15/206,730	July 11, 2016
Microwave Antenna Apparatus, Systems, and Methods for Localizing Markers or Tissue Structures Within a Body	14/165,253	January 27, 2014
ESD-Optical Marker	14/934,019	November 5, 2015
IR-RF Marker	62/303,312	March 3, 2016
Radar Reflector System	62/319,225	April 6, 2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BEST FORUM	4,467,974	January 14, 2014
BEST FORUM-DATA AND DISCUSSIONS IN BRACHYTHERAPY, EFFICACY, SAFETY AND TREATMENT	4,464,169	January 7, 2014
BRACHYBYTES	4,024,815	September 13, 2011
CIANNA MEDICAL	3,446,324	June 10, 2008
	3,517,550	October 14, 2008
CIANNA MEDICAL Logo (Color)		
SAVI	3,464,400	July 8, 2008
	4,024,814	September 13, 2011
SAVI & Design		
SCOUT	4,715,453	April 7, 2015
SAVI SCOUT	4,614,267	September 30, 2014
SAVI SISTERS	4,004,837	August 2, 2011

Description



SAVI SISTERS & Design

Registration/
Application
Number
4,047,688

Registration/
Application
Date
November 1, 2011

EXHIBIT D

Mask Works

None.